

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
BEAUMONT DIVISION**

**EQUAL EMPLOYMENT OPPORTUNITY** §  
**COMMISSION,** §  
 §  
**Plaintiff,** §  
 §  
**v.** §  
 § **CIVIL ACTION NO. 1:18-cv-70**  
 §  
**SIGNATURE INDUSTRIAL** §  
**SERVICES, LLC.** §  
 §  
**Defendant.** §  
 § **JURY TRIAL**

## CONSENT DECREE

The Equal Employment Opportunity Commission (“Commission” or “EEOC”) has alleged that Defendant Signature Industrial Services, LLC, violated Title I of the Americans with Disabilities Act of 1990 (“ADA”). EEOC has asserted that Signature discriminated against Anthony West, Drew West, and Raymond West, in violation of the ADA, by firing them because of their shared medical condition (Hemophilia A), and the resultant expense of providing them health insurance.

Signature has denied the EEOC's allegations, and denies any liability for the actions alleged in this lawsuit. The parties by this Consent Decree have agreed to compromise and settle disputed claims.

Now, therefore, the parties stipulate to the jurisdiction of the Court and waive a hearing and the entry of findings of fact and conclusions of law.

It is therefore ORDERED that:

1. This Consent Decree is entered in full and complete settlement of any and all claims arising out of or contained in EEOC Charge Nos. 460-2013-03385, 460-2013-03386, and 846-2013-44197 and this lawsuit, Civil Action No. 1:18-cv-70. The entry of this Decree does not deprive EEOC or any state fair employment practices agency from investigating any other pending or future ADA claim against Signature Industrial.

2. Signature Industrial shall not retaliate against any individual who has provided testimony or evidence related to this lawsuit or to the investigation of EEOC Charge Nos. 460-2013-03385, 460-2013-03386, and 846-2013-44197.

3. Within ten (10) calendar days after entry of this Consent Decree, a non-discrimination notice will be posted where Defendant posts statutory notices in its corporate offices. The notice shall remain posted for a period of twenty-four (24) months after the entry of this Consent Decree. A copy of this notice is attached hereto as Exhibit "A."

4. Using either an attorney or an independent experienced training person or group, Defendant will provide annual training programs on disability discrimination -- including the Americans with Disabilities Act -- to all its managerial employees. The first training program required under this Consent Decree shall be completed not later than December 31, 2018, and each subsequent training session shall occur no later than fifteen (15) months after the previous training. Defendant shall submit to the EEOC for each training program, at least ten (10) calendar days in advance of the program, the name of the program provider and a curriculum outline indicating the information to be addressed during the program. If EEOC objects to any of the materials it shall notify Signature and the parties will work in good faith to resolve any difference. The person who shall administer the training will be either attorney(s) or person(s)

possessing at least five years of experience in labor and employment law. Written acknowledgment of receipt of the training shall be obtained by Defendant from all individuals attending the training, and copies shall be forwarded to the EEOC within ten (10) calendar days of the completion of the training.

5. The training provided for by this Consent Decree will ensure that the following topics are reviewed:

- a. Provide clear definitions and examples of prohibited disability discrimination;
- b. Provide for substantial discipline for incidents of disability discrimination;
- c. Provide for the acceptance of disability discrimination complaints, whether in writing or orally, by any current or former employees or applicants for employment; and
- d. Provide for a full and effective investigation of all complaints as well as appropriate remedies for handling complaints, up to and including termination.

6. Defendant agrees to pay Anthony West FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$42,500.00). Within forty-five (45) calendar days from the date of entry of this Decree, Defendant shall send a check in the amount of \$42,500.00, less applicable withholdings. The check shall be mailed via certified mail, return receipt requested, to Mr. West at an address which will be supplied to Defendant by Plaintiff. A copy of the check shall be sent concurrently to the Commission at the following address: Equal Employment Opportunity Commission, attn: Timothy M. Bowne, 1919 Smith Street, 7th Floor, Houston, Texas 77002.

Anthony West understands and agrees that \$21,250.00 of this payment will be for backpay losses, and thus subject to applicable withholding for federal taxes.

7. Defendant agrees to pay Drew West FIFTY THOUSAND DOLLARS (\$50,000.00). Within forty-five (45) calendar days from the date of entry of this Decree, Defendant shall send a check in the amount of \$50,000.00, less applicable withholdings. The check shall be mailed via certified mail, return receipt requested, to Mr. West at an address which will be supplied to Defendant by Plaintiff. A copy of the check shall be sent concurrently to the Commission at the following address: Equal Employment Opportunity Commission, attn: Timothy M. Bowne, 1919 Smith Street, 7th Floor, Houston, Texas 77002. Drew West understands and agrees that \$25,000.00 of this payment will be for backpay losses, and thus subject to applicable withholding for federal taxes.

8. Defendant agrees to pay Raymond West FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$42,500.00). Within forty-five (45) calendar days from the date of entry of this Decree, Defendant shall send a check in the amount of \$42,500.00, less applicable withholdings. The check shall be mailed via certified mail, return receipt requested, to Mr. West at an address which will be supplied to Defendant by Plaintiff. A copy of the check shall be sent concurrently to the Commission at the following address: Equal Employment Opportunity Commission, attn: Timothy M. Bowne, 1919 Smith Street, 7th Floor, Houston, Texas 77002. Raymond West understands and agrees that \$21,250.00 of this payment will be for backpay losses, and thus subject to applicable withholding for federal taxes.

9. Signature shall appoint a liaison who is responsible for ensuring and reporting to the Commission its compliance with the terms of this Decree. The name of the liaison shall be

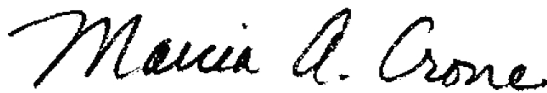
provided to the Commission in writing within ten (10) days of the entry of this Decree. The Commission shall be notified of any change.

10. This Decree shall remain in effect for two (2) years from the date of entry. During the period that this Decree shall remain in effect, the Court shall retain jurisdiction to assure compliance with this Decree and to permit entry of such further orders or modifications as may be appropriate. The EEOC will send written notice to Signature of any alleged breach, and provide Signature at least thirty (30) days for the opportunity to investigate and cure such breach. Should the parties be unable to resolve such a dispute after good faith attempts, and upon EEOC's assessment that Signature has not cured any alleged breach, the EEOC is specifically authorized to seek Court-ordered enforcement of this Decree in the event of a breach of any of the provisions herein.

11. The parties shall bear their own costs and attorney's fees.

**Signed this date**

**Jul 25, 2018**

A handwritten signature in black ink, reading "Marcia A. Crone". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

MARCIA A. CRONE  
UNITED STATES DISTRICT JUDGE

**Exhibit “A”**

**NOTICE OF COMPLIANCE WITH  
THE AMERICANS WITH DISABILITIES ACT (ADA)**

1. Federal law requires that there be no discrimination against any employee or applicant for employment because of the applicant’s or employee's disability with respect to hiring, firing, compensation, promotions, or other terms, conditions or privileges of employment.
2. Signature supports and will comply with such Federal law in all respects and will not retaliate against employees who have exercised their rights under the law by filing charges with the Equal Employment Opportunity Commission (EEOC) or by providing information to the EEOC.
3. Employees should feel free to report potential illegal discrimination to management officials at any time. Complaints may be made to Signature’s Human Resources Director. Also, employees who believe they have been subjected to illegal employment discrimination are encouraged to contact the Equal Employment Opportunity Commission (“EEOC”) at 1919 Smith Street, Houston, TX 77002, (713) 209-3372.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
[name and job title]  
on behalf of Signature Industrial Services, LLC

**THIS NOTICE SHALL REMAIN POSTED FOR TWO YEARS  
FROM THE DATE OF SIGNING**